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8

9 **UNITED STATES DISTRICT COURT**

10 **DISTRICT OF NEVADA**

11 EILEEN WALDRON, individually and on
behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14 CREDIT ONE BANK, N.A., a national
bank,

15 Defendant.

16 CASE NO.: 2:18-cv-01451-MMD-PAL

17 **STIPULATION AND ORDER FOR
EXTENSION TO RESPOND TO
COMPLAINT**

18 **(SECOND REQUEST)**

19 Plaintiff Eileen Waldron (“Plaintiff”) and Defendant Credit One Bank, N.A. (“Credit
20 One”), by and through their undersigned counsel (collectively, the “Parties”), for good cause
shown, hereby stipulate and agree to extend Credit One’s deadline to respond to Plaintiff’s
21 Complaint [ECF No. 1] by fifteen (15) days, to October 16, 2018. This is the Parties’ second
extension request. In support of their request, the Parties stipulate and agree as follows:

22 1. Plaintiff served the Complaint and Summons on Credit One on August 9, 2018.

23 2. Credit One’s response to that Complaint is currently due October 1, 2018.

24 3. Recently, Credit One has provided Plaintiff with records regarding Plaintiff’s
claims and Credit One’s defenses, in an effort to discuss the merits of the action and to determine
25 in good faith whether the claims might be resolved before further action in the litigation is
26 required.

1 4. The Parties are thus reviewing these records and discussing early resolution
2 alternatives.

3 5. If the Parties can resolve this matter before Credit One needs to respond to the
4 Complaint, it will preserve both the Parties' and the Court's resources.

5 6. For that reason, on September 25, 2018, the Parties agreed to the further short
6 extension requested herein.

7 7. This stipulated extension request is sought to continue the Parties' good faith
8 efforts to resolve this dispute and is not made for the purpose of delay.

9 Therefore, the Parties jointly agree to extend Credit One's deadline to respond to
10 Plaintiff's Complaint to October 16, 2018.

11 DATED: September 25, 2018

12 DATED: September 25, 2018

13 KAUFMAN P.A.

14 SNELL & WILMER L.L.P.

15 By: /s/ Avi R. Kaufman
16 Avi R. Kaufman
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23 *Attorneys for Plaintiff Eileen Waldron and
24 the putative Classes*

25 By: /s/ Michael Paretti
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33 *Attorneys for Defendant Credit One Bank,
34 N.A.*

22 **ORDER**

23 **IT IS ORDERED** that Credit One shall respond to Plaintiff's Complaint on or before
24 October 16, 2018.

25 DATED: September 28, 2018.

26 
27 UNITED STATES MAGISTRATE JUDGE

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On this date, I caused to be served a true and correct copy of the foregoing **STIPULATION AND ORDER FOR EXTENSION TO RESPOND TO COMPLAINT** by the method indicated:

BY ELECTRONIC SUBMISSION: submitted to the above-entitled Court for electronic filing and service upon the Court's Service List for the above-referenced case.

DATED this 25th day of September, 2018.

/s/ Maricris Williams
An Employee of Snell & Wilmer L.L.P.

4848-2403-4676.2